

SCR Entry No.: {LegalDocInfo.NotaryName}

Contract No.: {Contracts.ContractNumber}  
Cost Code: {ContractSchedOfValues.BdgtCode}

## SUBCONTRACT AGREEMENT

This subcontract is entered into, effective as of ({Contracts.ContractDate}"Contract Date"), by and between {LegalDocInfo.ContrName}, {LegalDocInfo.ContrAddr1}, {LegalDocInfo.ContrAddr2}, (hereinafter referred to as "Contractor") and the Subcontractor as more particularly identified as:

**SUBCONTRACTOR:** {Company.Name} License No.: {Contracts.Udf\_State\_License}  
{Addresses.Address1}  
{Addresses.City}, {Addresses.State} {Addresses.Zip}

Phone No.: {Addresses.Tel}  
Email: {ToContact.EMail}

**PROJECT:** {Projects.Name}  
{Projects.Address}

**OWNER:** {LegalDocInfo.Owner} **ARCHITECT:** {LegalDocInfo.ArchName}  
{LegalDocInfo.OwnerAddr1} {LegalDocInfo.ArchAddr1}  
{LegalDocInfo.OwnerAddr2} {LegalDocInfo.ArchAddr2}

Contractor and Subcontractor, for good and valuable consideration, agree and set forth below:

**A. SUBCONTRACT DOCUMENTS:** The Subcontract agrees to be bound by the Subcontract Documents, which include:

1. this Subcontract and any attached exhibits.
2. Big-D's prime contract with the Owner and any General, Supplementary and other conditions thereto (the "Prime Contract") and the drawings and specifications, including all addenda and modifications issued prior to the execution of this Subcontract (collectively referred to as the "Prime Contract Documents");
3. and all the change orders and modifications to the Subcontract Documents - issued by the Owner or Big-D from time to time.

**B. TERMS & CONDITIONS:** Terms and Conditions shall be Exhibit A. No changes or edits to these Terms & Conditions shall be valid and binding unless agreed upon by both parties in an Addendum to the Subcontract signed by both parties. No handwritten initialed modifications by You shall be valid against Big-D.

**C. SUBCONTRACT WORK:** Subcontractor agrees to furnish all labor regardless of trade jurisdiction, services, materials, and equipment of every kind and description required for the complete, prompt, and efficient performance of the work generally described as follows:

{Contracts.ScopeOfWork}  
**SPECIFICALLY INCLUDING:**

Item No.	Description
{ContractInclusions.ItemNumber}	{ContractInclusions.Description}

## **SPECIFICALLY EXCLUDING:**

### **Item No. Description**

**{Contract {ContractExclusions.Description}  
tExclusio  
ns.ItemN  
umber}**

The Subcontract Work is not necessarily included in one particular portion of the plans or specifications. Subcontractor agrees to perform all of the work that falls within the general area of this Subcontract regardless of where the work is described in the plans, specifications, or other project documents, and agrees to perform all incidental work reasonably necessary to complete this Subcontract, unless expressly assigned by Contractor to another subcontractor.

**D: SUBCONTRACT AMOUNT:** For performing the Subcontractor Work will be paid in accordance with the attached Terms and Conditions and subject to additions or deductions for changes in the work, the total sum of: **{Contracts.OrigValue}**  
**{Contracts.OrigValue} "NumToText" dollars**

the "Subcontract Price". This amount includes all applicable taxes, including but not limited to, any sales and use tax. Subcontractor hereby certifies that it is properly licensed in the state wherein the Project is located to collect and pay any applicable taxes.

**E: PAYMENTS:** Subject to the Terms and Conditions, applications for monthly payments shall be in writing, on Big-D's Payment Request form, with Schedule of Values and Big-D's Conditional Lien Waiver submitted to Contractor before the **{Projects.UserText1}** day of each month. Contractor will issue payment to Subcontractor by U.S. Mail (or Express Mail if prepaid labels are provided) within ten (10) days of receiving payment from the Owner. Before payments will be made, license and insurance information must be current.

**F: RETAINAGE and/or FINAL PAYMENT:** **{Projects.UserText5}** of Subcontractor's approved monthly billing will be held as retention until the work is accepted by Contractor and Owner and until Contractor has received the retainage payment from the Owner. Subcontractor must submit a separate Big-D Payment Request form to receive payment of retention and/or final payment.

**G: SUBMITTALS:** One (1) electronic copy is required and must be submitted in a timely manner consistent with the project schedule so as to not delay the project.

**H: EXHIBITS:** The following exhibits, attached hereto, are incorporated herein by reference, and are made a part of this Subcontract Agreement:

**Exhibit A: Terms and Conditions Dated 03/01/2016**

**This document is available at: <http://www3.big-d.com/contractdocuments/TandCUT.html>**

**Password: ironman**

**Exhibit B: Subcontractor SWPPP Certification**

**Exhibit C: {Contracts.Exhibits}**

**I: BONDS:** Subcontractor is required to provide the following surety bonds in accordance with Paragraph 3.1 of the Terms and Conditions: **{Contracts.Reference}**.

**J: ADDITIONAL INSURANCE REQUIREMENTS:** In addition to the insurance requirements set forth in the Terms and Conditions, Subcontractor is required to provide the following amounts and/or insurance coverages: **{Contracts.Addenda}**

**K: APPRENTICESHIP PROGRAMS:** You agree to comply with all federal and state labor and employment laws. In addition, Big-D requires that all workers on Big-D projects are age 18 or older unless the under age 18 worker is a registered apprentice in a craft recognized as an apprenticeable trade as may be authorized and regulated under a governmental approved apprenticeship program.

**{ToCompany.Name}**  
**License No: {Contracts.Udf\_State\_License}**

(Signature of owner, if sole proprietorship, or officer, if corporation, required)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**{FromCompany.Name}**  
**License No: {Projects.TypeOfConstruction}**

By: \_\_\_\_\_  
Signature

{Projects.ProjectManager}, {FromContact.Title}  
Printed Name and Title

Date: \_\_\_\_\_

**NOT VALID UNLESS SIGNED BY BIG-D**

## Exhibit - B

### CERTIFICATION OF STORM WATER POLLUTION PREVENTION PLAN BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR

Project: {Projects.Name}  
Project Address: {Projects.Address}  
Job No.: {Projects.Sequence}

This project and all associated subcontractors must adhere to the National Pollutant Discharge Elimination System (NPDES) permits rules and regulations. This certification is to be completed by each Subcontractor involved in any on-site activities including storage of materials. The Subcontractor acknowledges that they are responsible to follow the requirements of the governing NPDES permit and the SWPPP which include but are not limited to the following.

1. Best Management Practices (BMPs) may not be substituted without prior written consent by Big-D Construction Corp.
2. All potentially hazardous or toxic materials and chemicals that are stored outside must have appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets).
3. All inlets are to be protected with a Big-D approved BMP. If applicable, during demolition, inlets must be protected, as to not allow sediment or other pollutants into the storm sewer system.
4. All minor damage to BMPs including repairs, maintenance, and modifications must be remedied by the close of business the following work day.
5. If installation of new BMPs or significant repairs are required, they must be completed within 7 days of discovery by responsible parties.
6. Sediment accumulation on perimeter BMPs must be removed before it reaches the halfway point of the BMP.
7. Where sediment has been tracked-out onto off-site streets, other paved areas or sidewalks, the sediment must be removed by the end of the same work day by the parties whom tracked-out.
8. Documented training is required for all employees that install, maintain, or repair storm water controls including personnel who are responsible for making corrective actions.

I certify under penalty of law, that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) permit that authorizes the discharge of storm water from construction activities as it pertains to this project, and will abide by the requirements set forth in the governing permit and SWPPP.